

<i>SERFF Tracking Number:</i>	<i>BALB-125804866</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Balboa Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FOH_08-6693 & FOH_08-6713</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Risk Based Protection & Real Estate Owned Program</i>		
<i>Project Name/Number:</i>	<i>FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713</i>		

Filing at a Glance

Company: Balboa Insurance Company

Product Name: Risk Based Protection & Real Estate Owned Program
 SERFF Tr Num: BALB-125804866 State: Arkansas

TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: FOH_08-6693 & FOH_08-6713	State Status: Fees verified and received
Filing Type: Form	Co Status: In Progress	Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: Mike Jocson	Disposition Date: 09/11/2008
Date Submitted: 09/10/2008	Disposition Status: Approved

Effective Date Requested (New): 10/10/2008	Effective Date (New): 09/11/2008
Effective Date Requested (Renewal): 10/10/2008	Effective Date (Renewal): 09/11/2008

State Filing Description:

General Information

Project Name: FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007
 Status of Filing in Domicile: Authorized

Project Number: FOH_08-6693 & FOH_08-6713

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/11/2008

State Status Changed: 09/11/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Dear Sir/Madam:

This filing is being submitted as an independent filing on behalf of Balboa Insurance Company. The last applicable filing to Risk Based Protection program was filed and approved effective January 1, 2008 under our company file number

<i>SERFF Tracking Number:</i>	<i>BALB-125804866</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Balboa Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FOH_08-6693 & FOH_08-6713</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Risk Based Protection & Real Estate Owned Program</i>		
<i>Project Name/Number:</i>	<i>FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713</i>		

FOH_08-6327 and the Real Estate Owned program effective January 1, 2008 under our company file number FOH_08-6272.

In compliance with the Terrorism Risk Insurance Program Re-Authorization Act of 2007, please find attached the revised Non-Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0325-R0708 which will replace the previously filed and approved form number 01A09-00ED0325-E0308 and the revised Non-Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0326-R0708 which will replace the previously filed and approved form numbers 01A09-00ED0326-E0308.

Pursuant to Arkansas's filing rules and regulations, the filing fee of \$50.00 will be sent via EFT.

Pursuant to the Terrorism Risk Insurance Program Re-Authorization Act of 2007 which is effective immediately, we respectfully request October 10, 2008 as the effective date, or upon the date of your approval, whichever comes first.

Company and Contact

Filing Contact Information

Michael Jocson, Filing Compliance Analyst I	mike_jocson@balboainsurance.com
3349 Michelson Drive, Ste. 200	(949) 222-8151 [Phone]
Irvine, CA 92612-8893	(949) 222-8774[FAX]

Filing Company Information

Balboa Insurance Company	CoCode: 24813	State of Domicile: California
3349 Michelson Drive, Suite 200	Group Code: 1330	Company Type:
Irvine, CA 92612-8893	Group Name: Balboa Insurance Group	State ID Number:
(800) 854-6115 ext. [Phone]	FEIN Number: 95-6027860	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

<i>SERFF Tracking Number:</i>	<i>BALB-125804866</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Balboa Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FOH_08-6693 & FOH_08-6713</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Risk Based Protection & Real Estate Owned Program</i>		
<i>Project Name/Number:</i>	<i>FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713</i>		
Fee Explanation:	\$50.00 X 1 Filing = \$50.00		
Per Company:	No		

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Balboa Insurance Company	\$50.00	09/10/2008	22414095

SERFF Tracking Number: *BALB-125804866* *State:* *Arkansas*
Filing Company: *Balboa Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *FOH_08-6693 & FOH_08-6713*
TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*

Product Name: *Risk Based Protection & Real Estate Owned Program*
Project Name/Number: *FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/11/2008	09/11/2008

<i>SERFF Tracking Number:</i>	<i>BALB-125804866</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Balboa Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
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<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Risk Based Protection & Real Estate Owned Program</i>		
<i>Project Name/Number:</i>	<i>FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713</i>		

Disposition

Disposition Date: 09/11/2008

Effective Date (New): 09/11/2008

Effective Date (Renewal): 09/11/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BALB-125804866 State: Arkansas

Filing Company: Balboa Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: FOH_08-6693 & FOH_08-6713

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Risk Based Protection & Real Estate Owned Program

Project Name/Number: FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Side by Side Comparison	Approved	Yes
Supporting Document	Side by Side Comparison	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Non-Certified Acts of Terrorism Exclusion Endorsement	Approved	Yes
Form	Non-Certified Acts of Terrorism Exclusion Endorsement	Approved	Yes

SERFF Tracking Number: BALB-125804866 State: Arkansas

Filing Company: Balboa Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: FOH_08-6693 & FOH_08-6713

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Risk Based Protection & Real Estate Owned Program

Project Name/Number: FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Non-Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0325-R0708		Endorsement Replaced/Amendment/Conditions	Replaced Form #: 01A09-00ED0325-E0308 Previous Filing #: FOH_08-6272		01A09-00ED0325-R0708.pdf
Approved	Non-Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0326-R0708		Endorsement Replaced/Amendment/Conditions	Replaced Form #: 01A09-00ED0326-E0308 Previous Filing #: FOH_08-6327		01A09-00ED0326-R0708.pdf

BALBOA INSURANCE COMPANY

NON-CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- I.** Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.
- II.** This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.
- III.** For purposes of this endorsement, the following definition is ADDED:

“Certified Act of Terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be an act of terrorism pursuant to the Terrorism Risk Insurance Act. The Terrorism Risk Insurance Act sets forth the following criteria for a “Certified Act of Terrorism”:

- 1. The act resulted in aggregate insured losses in excess of \$5 million, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Non-Certified Act of Terrorism” means an act of terrorism in which is not a Certified Act of Terrorism.

- IV.** The following exclusion is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any “Non-Certified Act of Terrorism”. Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply only when:

- 1. The terrorism involves the use, release, dispersal, escape or application of any nuclear material, contaminant or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination;
- 2. The terrorism is carried out by means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, contaminant or pollutant; or
- 3. The amount of loss and damage to all property and liability, including loss of use, and business interruption losses in the United States attributable to one or more losses, which occurs within a 72 hour period, exceeds \$25,000,000, in the aggregate period; or
- 4. (applicable only if the Policy provides liability insurance coverage) The terrorism results in death or serious physical injury to fifty or more persons for related incidents that occur within a 72 hour period. For purposes of this provision serious physical injury means physical injury that involves a substantial risk of death; protracted and obvious physical disfigurement; or protracted loss of or impairment of the function of a bodily member or organ.

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

V. The following provision is ADDED:

When the aggregate insured losses due to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement,

This endorsement is attached to and forms a part of Policy Number. _____

Issued to _____

Effective Date of this Endorsement _____ Endorsement Number _____

BALBOA INSURANCE COMPANY

NON-CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.
- II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.
- III. For purposes of this endorsement, under the **Commercial Property Fire Insurance Form** issued to YOU, the following definition is AMENDED:

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be an act of terrorism pursuant to the Terrorism Risk Insurance Act. The Terrorism Risk Insurance Act sets forth the following criteria for a "Certified Act of Terrorism":

- 1. The act resulted in aggregate insured losses in excess of \$5 million, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Non-Certified Act of Terrorism" means an act of terrorism which is not a Certified Act of Terrorism.

- IV. Under the **Commercial Property Fire Insurance Form** issued to YOU, **EXCLUSIONS**, Subsection 1, NON-CERTIFIED ACT OF TERRORISM, is DELETED in its entirety.
- V. Under the **Commercial Property Fire Insurance Form** issued to you, the following exclusion is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any "Non-Certified Act of Terrorism". Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply only when:

- 1. the terrorism involves the use, release, dispersal, escape or application of any nuclear material, contaminant or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination;
- 2. the terrorism is carried out by the means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, contaminant or pollutant; or
- 3. The amount of loss and damage to all property, including loss of use and business interruption losses in the United attributable to one or more losses, which occurs within a 72 hour period, exceeds \$25,000,000, in the aggregate period.

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

VI. Under the Commercial Property Fire Insurance Form issued to YOU, the following condition is ADDED:

When the aggregate insured losses due to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement,

This endorsement is attached to and forms a part of Policy Number. _____

Issued to _____

Effective Date of this Endorsement _____ Endorsement Number _____

<i>SERFF Tracking Number:</i>	<i>BALB-125804866</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Balboa Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FOH_08-6693 & FOH_08-6713</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Risk Based Protection & Real Estate Owned Program</i>		
<i>Project Name/Number:</i>	<i>FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BALB-125804866 State: Arkansas
Filing Company: Balboa Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: FOH_08-6693 & FOH_08-6713
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Risk Based Protection & Real Estate Owned Program
Project Name/Number: FOH-F-0308 -RBP & REO TRIA Reauthorization Act of 2007/FOH_08-6693 & FOH_08-6713

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/11/2008
Comments:
Attachment:
industry_rates_PCtransDoc_intelligent[1].pdf

Satisfied -Name: Side by Side Comparison **Review Status:** Approved 09/11/2008
Comments:
Attachment:
01A09-00ED0325-E0308 side by side.pdf

Satisfied -Name: Side by Side Comparison **Review Status:** Approved 09/11/2008
Comments:
Attachment:
01A09-00ED0326-E0308 side by side.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 09/11/2008
Comments:
Attachment:
Cover Letter .pdf

Property & Casualty Transmittal Document


Reset Form

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Balboa Insurance Group				Group NAIC #	1330
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
Balboa Insurance Company	California	24813	95-6027860			

5. Company Tracking Number	FOH_08-6693 & FOH_08-6713
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Michael B. Jocson 3349 Michelson Dr. Suite 200, Irvine, CA 92612-8893	Compliance Analyst	949-222-8151 & 800-854-6115 ext.8151	949-222-8717	mike_jocson@balboainsurance.com
7. Signature of authorized filer		 <small>Digitally signed by Michael B. Jocson DN: cn=Michael B. Jocson, o=Balboa Insurance Group, ou=Forms and Filings, email=mike_jocson@balboainsurance.com, c=US Date: 2008.09.08 12:17:44 -0700</small>		
8. Please print name of authorized filer		Michael B. Jocson		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	01.0 Property
10. Sub-Type of Insurance (Sub-TOI)	01.0001 Commercial Property (Fire and Allied Lines)
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Risk Based Protection & Real Estate Owned Programs
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 10-10-2008 Renewal: 10-10-2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	09-10-2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	FOH_08-6693 & FOH_08-6713
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the Terrorism Risk Insurance Program Re-Authorization Act of 2007, please find attached the revised Non-Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0325-R0708 which will replace the previously filed and approved form number 01A09-00ED0325-E0308 and the revised Non-Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0326-R0708 which will replace the previously filed and approved form numbers 01A09-00ED0326-E0308.

[View Complete Filing Description](#)

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: N/A (via EFT)

Amount: 50.00

\$50.00 X 1 Filing = \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	FOH_08-6693 & FOH_08-6713
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Non-Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0325-R0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	01A09-00ED0325-E0308	FOH_08-6272
02	Non-Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0326-R0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	01A09-00ED0326-E0308	FOH_08-6327
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

BALBOA INSURANCE COMPANY

NON-CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.
- II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.
- III. For purposes of this endorsement, the following definition is ADDED:

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be an act of terrorism pursuant to the Terrorism Risk Insurance Act. The Terrorism Risk Insurance Act sets forth the following criteria for a "Certified Act of Terrorism":

1. The act resulted in aggregate insured losses in excess of \$5 million, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Non-Certified Act of Terrorism" means an act of terrorism in which is not a Certified Act of Terrorism.

- IV. The following exclusion is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any "**Non-Certified Act of Terrorism**". Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply only when:

1. the terrorism involves the use, release, dispersal, escape or application of any nuclear material, containment or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination; or
2. the terrorism is carried out by means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, containment or pollutant.
3. the terrorism results in death or serious physical injury to fifty or more persons for related incidents that occur within a 72 hour period, if liability insurance coverage is provided. For purposes of this provision, serious physical injury means physical injury that involves a substantial risk of death, protracted and obvious physical disfigurement, or protracted loss of impairment of the function of a bodily member or organ.
4. **The amount of loss and damage to all property and liability, including loss of use, and business interruption losses in the United States attributable to one or more losses, which occurs within a 72 hour period, exceeds \$25,000,000, in the aggregate period.**

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

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V. The following provision is ADDED:

When the aggregate insured losses due to act of terrorist exceed \$100 billion and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement,

This endorsement is attached to and forms a part of Policy Number. _____

Issued to _____

Effective Date of this Endorsement _____ Endorsement Number _____

BALBOA INSURANCE COMPANY

NON-CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

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- I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.
- II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.
- III. For purposes of this endorsement, under the **Commercial Property Fire Insurance Form** issued to YOU, the following definition is AMENDED:

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be an act of terrorism pursuant to the Terrorism Risk Insurance Act. The Terrorism Risk Insurance Act sets forth the following criteria for a "Certified Act of Terrorism":

1. The act resulted in aggregate insured losses in excess of \$5 million, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Non-Certified Act of Terrorism" means an act of terrorism which is not a Certified Act of Terrorism.

- V. Under the **Commercial Property Fire Insurance Form** issued to YOU, **EXCLUSIONS**, Subsection 1, NON-CERTIFIED ACT OF TERRORISM, is DELETED in its entirety.

- VI. Under the **Commercial Property Fire Insurance Form** issued to you, the following exclusion is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any "Non-Certified Act of Terrorism". Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply only when:

1. the terrorism involves the use, release, dispersal, escape or application of any nuclear material, containment or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination; or

2. the terrorism is carried out by the means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, containment or pollutant.

3. The amount of loss and damage to all property, including loss of use and business interruption losses in the United attributable to one or more losses, which occurs within a 72 hour period, exceeds \$25,000,000, in the aggregate period.

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

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Deleted: Under the **Commercial Property Fire Insurance Form** issued to YOU, the definition of "NON-CERTIFIED ACT OF TERRORISM" is DELETED in its entirety.

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VII. Under the **Commercial Property Fire Insurance Form** issued to YOU, the following condition is ADDED:

When the aggregate insured losses due to act of terrorist exceed \$100 billion and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement,

This endorsement is attached to and forms a part of Policy Number. _____

Issued to _____

Effective Date of this Endorsement _____ Endorsement Number _____



September 10, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Balboa Insurance Company – NAIC #24813, FEIN # 95-6027860
Risk Based Protection Program & Real Estate Owned Program
Independent Filing – Form Revision – Terrorism Exclusion Endorsement
Our File # FOH_08-6693 & FOH_08-6713

Dear Sir/Madam:

This filing is being submitted as an independent filing on behalf of Balboa Insurance Company. The last applicable filing to Risk Based Protection program was filed and approved effective January 1, 2008 under our company file number FOH_08-6327 and the Real Estate Owned program effective January 1, 2008 under our company file number FOH_08-6272.

In compliance with the Terrorism Risk Insurance Program Re-Authorization Act of 2007, please find attached the revised Non-Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0325-R0708 which will replace the previously filed and approved form number 01A09-00ED0325-E0308 and the revised Non-Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0326-R0708 which will replace the previously filed and approved form numbers 01A09-00ED0326-E0308.

Pursuant to Arkansas's filing rules and regulations, the filing fee of \$50.00 will be sent via EFT.

Pursuant to the Terrorism Risk Insurance Program Re-Authorization Act of 2007 which is effective immediately, we respectfully request October 10, 2008 as the effective date, or upon the date of your approval, whichever comes first.

Thank you for your attention to this matter and please contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Michael B. Jocson'.

Michael B. Jocson
Filing Compliance Analyst I
Balboa Insurance Company
Toll Free #: (800) 854-6115 ext.8151
Fax #: (949) 222-8774
Mike_Jocson@balboainsurance.com

Attachments:

cc: B. Departie